

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: DECEMBER 17, 2003 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with Key West Pops Orchestra, Inc. to revise Exhibit A.

ITEM BACKGROUND:

Key West Pops Orchestra, Inc. has requested a revision to their schedule of events.

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original Agreement at their meeting of October 15, 2003.

CONTRACT/AGREEMENT CHANGES:

Amendment to revise exhibit A.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$11,523


BUDGETED: Yes X No

COST TO COUNTY: \$11,523 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # DI

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Key West Pops Contract # _____
Orchestra, Inc. Effective Date: 10/15/03
 Expiration Date: _____
 Contract Purpose/Description: _____

Approval of an Amendment to Agreement with Key West Pops Orchestra, Inc. to revise Exhibit A.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/17/03 Agenda Deadline: 12/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 11,523 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 115-75011-530340-T45C-421X-530480
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/14/03</u>
Risk Management	<u>11/19/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>11/19/03</u>
O.M.B./Purchasing	<u>11/14/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/18/03</u>
County Attorney	<u>11/14/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Hutton</u>	<u>11/17/03</u>

Comments: _____



Vincent P. Zito
Artistic Director
& Founder

Cristina Lindley
General Manager

P.O. Box 6206
Key West, FL 33041-6206

Phone/Fax (305) 293-7658
www.keywestpops.com

501 (c) (3) Non Profit
EIN #65-1060786

BOARD OF DIRECTORS

Dr. Paul Zito
Chairman Emeritus

George Fernandez
President

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Vice President

Joe Viana
Treasurer

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Phyllis May
Norma Mollica
Vera Schiff
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Marilyn VanderVeen
Ken Weschler
Mary Ann Worth
Maria Zito-Kaufman

ADVISORY BOARD

Shirley Block
Lea Brewer

RECEIVED OCT 24 2003

orig. TDC 10/25/03
copy: file

October 20, 2003

Ms. Maxine Pacini
Tourist Development Council
Cultural Umbrella
1201 White St.
Key West, FL 33040

Dear Maxine,

The Key West Pops Orchestra (Key West Pops, Inc.) would like to announce that there is a change in our third and last concert on February 29, 2004 presently titled "A Broadway Dance Concert". We hope this change of content will not reflect the status of our Cultural Umbrella Grant, and are submitting this substitution for your review.

We will replace the content and title of that concert with the following information:

"Fifth Anniversary Concert"

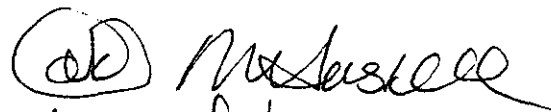
Join Maestro Vincent Zito, Broadway star Lee Roy Reams and a host of local performers as they salute the People of Key West in a concert marking the Fifth Anniversary of the Key West Pops Orchestra.

Please note the date, venue, advertising terms and conditions will remain the same.

We regret any inconvenience that we may cause as a result of this unavoidable change, and thank you for your understanding.

Sincerely,


Cristina Lindley,
General Manager


Approved by
Monica Haskell
10-24-03
Cultural Umb. Admin.



October 20, 2003

Vincent P. Zito
Artistic Director
& Founder

Cristina Lindley
General Manager

P.O. Box 6206
Key West, FL 33041-6206

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Mary Ann Worth
Maria Zito-Kaufman

Key West Pops Orchestra
P.O. Box 5784
Key West, FL 33041
www.keywestpops.com

Vincent P. Zito, Artistic Director and Conductor, is proud to announce the 2003-2004 Season.
(2/29/04 Concert revised 10/20/03)

November 9, 2003, Tennessee Williams Theatre
"America the Beautiful" Concert

An all-American composers program featuring works by Irving Berlin, Richard Rodgers, Louis M. Gottshalk, Leonard Bernstein and Jerome Kern. Soloists will include pianist Thomas Pandolfi and vocalists Christopher Peterson, Tony and Donna Buonauro, Joaquin Romaguera, Dean and Sandy Walters, Maria Zito-Kaufman, and the "Swing-Low" – Heather Caruthers, Maj Johnson, Laurie Breakwell, and Frances Edge. This concert will also feature the premier of a specially commissioned arrangement of '40's swing hits by Elizabeth Halbe. Ticket prices are \$100, \$60, and \$40.

December 28, 2003, Tennessee Williams Theatre
"A Holiday Potpourri" Concert

A "Half & Half" program of classical music and Broadway favorites. The first part of the concert will include music by Berlioz, Mozart, Haydn and Gershwin, and will feature an instrumental solo by the student apprentice Daniel Curtis. The second part of the concert will feature familiar and not-so-familiar music of the American Musical Theatre. Soloists will include pianists Franko Richmond and Jeffrey Chappell, and vocalists Randy Roberts, Wendy Reynolds, Maria Zito-Kaufman, Tony and Donna Buonauro, and Broadway veterans Bruce Moore ('Gypsy') and Sean McDermott ('Miss Saigon'). Ticket prices are \$100, \$60, and \$40.

February 29, 2004, Tennessee Williams Theatre
**** Fifth Anniversary Concert ****

Join Maestro Vincent Zito, Broadway star Lee Roy Reams, and a host of local performers as they salute the People of Key West in a concert marking the Fifth Anniversary of the Key West Pops Orchestra. Ticket prices are \$100, \$60, and \$40.

Tickets are available at the Tennessee Williams box office (305) 296-1520, or online at www.keystix.com.
Please log on to our website www.keywestpops.com for more information or call (305) 293-7658.

ADVISORY BOARD

Shirley Block
Lea Brewer

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this _____ day of _____ 2003, between the County of Monroe and the Key West Pops Orchestra, Inc.

WHEREAS, there was a contract entered into on October 15, 2003, between the parties, awarding \$11,523 to Key West Pops Orchestra, Inc. covering the production of The Key West Pops Orchestra; and

WHEREAS, it has become necessary to revise exhibit A of the agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. The item regarding the third concert of Exhibit A of the Agreement shall read "February 29, 2004, Tennessee Williams Theatre "Fifth Anniversary Concert".
2. The remaining provisions of the contract dated October 15, 2003, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)
Attest:

Key West Pops Orchestra, Inc.

By _____

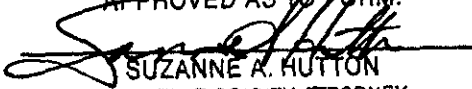
(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/14/03

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as the "County"), and The Key West Pops Orchestra, Inc. (hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$11,523 (Eleven Thousand, Five Hundred and Twenty Three Dollars) for promotion and related expenditures effective October 1, 2003, as described in the event budget, attached hereto as Exhibit B, for production of The Key West Pops Orchestra between November 2003 and February 2004. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2004. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2004 all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2004.

3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and advertising must display the **"The Florida Keys & Key West, Monroe County Tourist Development Council, Come as You Are"**, logo/trade mark adopted by the TDC and County on November, 2000 (as per attached). No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

*The Key West Pops Orchestra
Cultural Umbrella Funding FY 2004*

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance

or

- * Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- * \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- * \$500,000.00 per person
- * \$1,000,000.00 per Occurrence
- * \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

*The Key West Pops Orchestra
Cultural Umbrella Funding FY 2004*

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the 15th day of OCT, 2003.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Danny L. Kolhage
Deputy Clerk

Board of County Commissioners
of Monroe County

Regie M. Spicher
Mayor/Chairman

(CORPORATE SEAL)

Attest:

By. _____
Secretary

OR _____

Witness

The Key West Pops Orchestra, Inc.

By *George L. Fernandez*
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 9/24/03

EXHIBIT A

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF EVENTS

FISCAL YEAR 2004

EVENT NAME: The Key West Pops Orchestra. Legal name: The Key West Pops, Inc.

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

All concerts will be on Sunday nights and start at 7:30 pm at the Tennessee Williams Theatre.

November 9, 2003

"America the Beautiful"

An all-American composers program featuring works by Irving Berlin, Richard Rodgers, Louis M. Gottshalk, Leonard Bernstein and Jerome Kern. Soloists will include pianist Thomas Pandolfi and vocalists Chris Peterson, Tony and Donna Buonauro, Dean and Sandy Walters, Maria Zito-Kaufman, and the "Swing-Lows" - Heather Caruthers, Maj. Johnson, Laurie Breakwell, and Frances Edge. This concert will also feature the premier of a specially commissioned arrangement of '40's swing hits by Elizabeth Halbe. The Rev. Alphonse Stephenson will join Vincent Zito as a guest conductor.

December 28, 2003

"A Holiday Potpourri"

A "Half & Half" program of classical music and Broadway favorites. The first part of the concert will include music by Berlioz, Mozart, Haydn and Gershwin, and will feature instrumental solos by our two solo student apprentices, Spencer Gates and Daniel Curtis. The second part of the concert will feature familiar and not-so-familiar music of the American Musical Theatre. Soloists will include pianists Franko Richmond and Jeffrey Chappell, and vocalists Randy Roberts, Wendy Reynolds, Maria Zito-Kaufman, Tony and Donna Buonauro, Bruce Moore and Broadway veterans Brent Barrett ('Chicago-The Musical') and Sean McDermott ('Miss Saigon').

February 29, 2004

"A Broadway Dance Concert"

And now for something totally different. The Key West Pops Orchestra will be in the pit while eight dancers from the prestigious Broadway Dance Theatre will be presented including Richard Rodgers "Slaughter on Tenth Avenue" Lorinda Haver, a Broadway veteran and protégé of Ann Reinking and Gwen Verdon, will provide original choreography and Broadway star and Pops favorite, Lee Roy Reams will perform and host the evening.

EXHIBIT B

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
CULTURAL UMBRELLA EVENT FUNDS
BUDGET BREAKDOWN

FISCAL YEAR 2004

EVENT NAME: Key West Pops Orchestra

MEDIA ADVERTISING	\$	8,000
BROCHURES, POSTERS, PROGRAMS	\$	3,523
DIRECT MAIL & POSTAGE	\$	-
PHOTO PROGRAM	\$	-
PUBLIC RELATIONS	\$	-
PROMOTIONAL ITEMS (T-SHIRTS, CAPS, JACKETS, ETC.)	\$	-
MISCELLANEOUS*	\$	-
TOTAL:		\$ 11,523

*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED
OFFICE OF THE CLERK OF THE COURT.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: see event attachment Key West Pops Orchestra, Inc

Contract for: Services

Address of Contractor: c/o TDC Attn: Maxine

Phone: 305-296-1552

Scope of Work: Advertising & promotion

Reason for Waiver: Providing funds to promote event only...minimal exposure to county

Policies Waiver will
apply to: See attached

Signature of Contractor: [Signature]

Approved [Signature] Not Approved

Risk Management: [Signature]

Date: 7/30/07

County Administrator Appeal:
Approved Not Approved

Date:

Board of County Commissioners Appeal:
Approved Not Approved

Meeting Date: